

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

Crystal Denise Little

Debtor(s).

Chapter 7

Case No. 20-00297-dd

NOTICE OF FIRST HOME LOAN PAYMENT POSTPONEMENT

Please take notice that on October 30, 2020 upon request of the Debtor(s), or if applicable Co-Debtor(s), BANK OF AMERICA, N.A. agreed to postpone the monthly payment amount for the home loan ending in 5887 secured by property at 1329 E Maynard St Ext Pageland, SC 29728-8148 (the “Home Loan”) for three (3) months (the “First Postponement Period”). The First Postponement Period starts with October 1, 2020 and will continue until December 31, 2020. The postponed payment amounts may be added to the end of the term of the Home Loan and are not being waived or forgiven. Additionally, interest will, to the extent permitted by law (including any confirmed bankruptcy plan), continue to accrue during this time period. At the end of the First Postponement Period, the regular payment schedule provided for under the Home Loan (or if applicable the Debtor(s) confirmed bankruptcy plan) will resume without further notice, and the First Postponement Period will terminate absent: (1) the Debtor(s), or if applicable Co-Debtor(s), submission of a second payment postponement request through (i) bankofamerica.com/coronavirus, (ii) Bank of America’s virtual assistant, Erica®, or (iii) Bank of America’s mobile banking app; and (2) BANK OF AMERICA, N.A.’s subsequent agreement to the second payment postponement request.

If a second payment postponement request is not submitted, Bank of America, N.A. will reach out to Debtor(s), or if applicable Co-Debtor(s), at the end of the First

Postponement Period, to work out repayment options based on the Debtor(s)', or if applicable Co-Debtor(s)', circumstances, including the potential option to add the postponed payments to the end of Debtor(s) loan. Bank of America, N.A. will also work on this repayment plan, as required, with the third party that currently owns or insures the Debtor(s)' loan.

Alternatively, if a second payment postponement request is submitted by Debtor(s), or if applicable Co-Debtor(s), and agreed to by BANK OF AMERICA, N.A., it is anticipated that Debtor(s), or if applicable Co-Debtor(s), will be advised as how a request to be evaluated for available options, including long-term assistance options, can be made at termination of the second payment postponement period.

To the extent a payment is made on the Home Loan during the First Postponement Period, the funds will be applied to the Home Loan according to the terms of the Home Loan contract, but will not extend the First Postponement Period, and the acceptance of such funds by BANK OF AMERICA, N.A. should not be construed as a waiver of BANK OF AMERICA, N.A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law. BANK OF AMERICA, N.A. expects that, to the extent necessary, the Debtor(s) will also promptly take any required actions with the Court to effectuate the terms of the payment postponement described in this Notice.

Please take further notice that if the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance on their own under the terms of the Home Loan, the Debtor, or if applicable Co-Debtor(s), should continue to pay those obligations when they come due or as otherwise required by any applicable bankruptcy plan. If the amounts are not paid, BANK OF AMERICA, N.A. may, in order to insure that its collateral is adequately protected, and subject to any applicable bankruptcy plan, pay those obligations on the Debtor(s)', or if applicable Co-

Debtor(s)', behalf and establish an escrow account for payments going forward. If this occurs, BANK OF AMERICA, N.A. will notify the Debtor(s), or if applicable Co-Debtor(s), of the change and file a payment change notice with this Court as required.

If the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance obligations through an escrow account established under the terms of the Home Loan, BANK OF AMERICA, N.A. will continue to pay those obligations when they come due during the First Postponement Period. Any shortage that may occur as a result of the payment postponement will be captured in the next annual analysis. Debtor(s), or if applicable Co-Debtor(s), may continue to make deposits to the escrow account during the First Postponement Period to prevent a subsequent escrow shortage, but the Debtor(s), or if applicable Co-Debtor(s), is not obligated to do so.

Finally, please note that during the First Postponement Period the Debtor(s), or if applicable Co-Debtor(s), monthly Home Loan statements may reflect the payment amounts postponed as past due balances. To the extent that occurs, the Debtor(s), or if applicable Co-Debtor(s), should disregard that portion of the Home Loan statement.

Nothing under this Notice should be construed as a waiver of BANK OF AMERICA, N.A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law.

Columbia, South Carolina
November 4, 2020

/s/John B. Kelchner
John B. Kelchner (ID #6987)
HUTCHENS LAW FIRM LLP
P.O. Box 8237 (29202)
240 Stoneridge Drive, Suite 400
Columbia, SC 29210
803-726-2700
john.kelchner@hutchenslawfirm.com
Attorney for Bank of America, N.A

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

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Debtor(s)

CHAPTER 7

BANKRUPTCY NO. 20-00297-dd

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on today's date, I served on the persons below a copy of the Notice of First Home Loan Payment Postponement in the above-referenced case by either electronic mail in accordance with U.S. Bankruptcy Court, District of South Carolina, Operating Order 08-07, with respect to CM/ECF Participants, or depositing same in the United States Mail with sufficient postage affixed and addressed as follows, with respect to all other persons:

Debtors:

Crystal Denise Little
1329 E Maynard Street Ext
Pageland, SC 29728

Attorney for Debtor:

Jason T. Moss
816 Elmwood Avenue
Columbia, SC 29201

Chapter 7 Trustee:

Janet B. Haigler
PO Box 505
Chapin, SC 29036

/s/Cameron Pruitt

Cameron Pruitt
Administrative Assistant
HUTCHENS LAW FIRM LLP
P.O. Box 8237 (29202)
240 Stoneridge Drive, Suite 400
Columbia, SC 29210
803-726-2700

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